

AFTER RECORDATION RETURN TO:

Loudoun Commercial Title, LLC
 108 South Street, SE Suite G
 Leesburg VA 20175-3732
 COURTHOUSE BOX 74

PIN NUMBERS OF AFFECTED PARCELS: 088-37-1171; 088-47-1916; 088-47-3765
 and 087-17-7312

PROFFER ALLOCATION AGREEMENT

This PROFFER ALLOCATION AGREEMENT ("Agreement") is made and entered in to as of October 9th, 2009 (the "Effective Date"), by and among (i) **TEMPLE BAPTIST CHURCH OF HERNDON, VA**, a Virginia non-profit corporation ("Seller"); and (ii) **LANSLOWNE DEVELOPMENT GROUP, LLC**, a Virginia limited liability company ("Purchaser").

This Agreement is made and entered into with reference to the following Recitals:

A. Seller is the Owner of three parcels of land, comprising 20.58 acres of land, more or less, and consisting of Loudoun County Tax Map Numbers 79 (62), Parcels 1, 2, and 3A, Loudoun County PIN numbers 088-37-1171; 088-47-1916; 088-47-3765 (the "Commercial Property"). Seller acquired its interest in the Commercial Property by Deed dated March 30, 2009, recorded as Instrument 20090331-0019187 among the Land Records of Loudoun County, Virginia, as adjusted as to Parcel 3A by Deed of Boundary Line Adjustment dated May 26, 2009 revised through August 19, 2009 and recorded as Instrument 20090901-0060364 among the aforesaid land records

B. Purchaser is the owner of one parcel of land, known of record as Lot 4A, Netway Center at Ashburn, comprising 11.03303 acres of land, more or less, and consisting of Loudoun County Tax Map Number 087-17-7312. (the "Residential Property"). Purchaser acquired its interest in the Residential Property by Deed dated October 9, 2009 and recorded immediately prior hereto among the Land Records of Loudoun County, Virginia.

C. The combined holdings of Seller and Purchaser (the "Property"), as set forth above, are collectively subject to a proffered rezoning approved by the Loudoun County Board of Supervisors in ZMAP 2006-0003, Morley Corner, with a proffered concept development plan and Proffer Statement dated November 9, 2007, a copy of which is attached hereto as Exhibit A (the "Proffers"). The respective obligations of the

B. Commercial Uses. Seller shall be responsible for compliance with this paragraph. The parties acknowledge that uses allowed in the areas presently zoned for commercial uses may change as a result of subsequent rezoning application(s) filed by Seller. In no event will Purchaser be responsible for any proffers resulting from Seller's subsequent rezoning efforts.

C. Water and Sewer. This paragraph is binding on both parties as to their respective portions of the Property.

III. Capital Facilities.

A. Capital Facilities Per Unit Contribution. Purchaser shall be responsible for compliance with this paragraph.

B. Open Space Per Unit Contribution. Purchaser shall be responsible for compliance with this paragraph.

IV. Recreational Amenities and Sidewalks.

A-1 Site Amenities-Residential. Purchaser shall be responsible for compliance with this paragraph.

A-2 Site Amenities-Commercial. Seller shall be responsible for compliance with this paragraph, unless subsequently amended by future zoning application contemplated by Seller. In no event will Purchaser be responsible for any proffers resulting from Seller's subsequent rezoning efforts.

B. Trails. Each party shall be responsible for granting necessary easements for the construction of the trail called for by this paragraph, on the portion of the Property owned by such party. In the event that Loudoun County shall require the granting of the necessary easements along the entirety of the Property's frontage on Ashburn Village Boulevard and Waxpool Road at the time of site plan or subdivision approval by either owner, then the two owners will cooperate and both grant the necessary easements (and obtain all necessary lender consents) on their respective properties, upon request by the other party hereto. Purchaser shall be responsible for, and bear the costs of, constructing all trails required by the County to be constructed on the Residential Property, and the trail along the Ashburn Village Boulevard frontage of the Commercial Property around or through the Property. At Seller's option, Purchaser shall also install the trail required along Waxpool Road, and any additional trails required to be constructed by Seller, but such additional trails shall be constructed at Seller's expense. Trails on the Commercial Property will be installed by Purchaser in coordination with Seller's construction schedule, after Seller has received site plan approval of its contemplated improvements.

C. Bicycle Parking. Each party hereto shall be responsible for placement of two bicycle racks on its portion of the Property, so that Purchaser shall provide two

- C. Transit Capital Costs Contribution. Purchaser shall be responsible for compliance with this paragraph.
- D. Traffic Signal at Ashburn Village Boulevard and Waxpool Road. Purchaser shall be responsible for compliance with this paragraph. However, if Loudoun County requests a cash in lieu of construction contribution for this obligation, and if the County shall confirm in writing that such contribution will fully satisfy this traffic signal proffer, then Purchaser shall make a payment from the Development Escrow or otherwise in an amount sufficient to make such cash in lieu of construction contribution, and such payment shall be deemed to satisfy this traffic signal proffer obligation.
- E. Traffic Signal at Ashburn Village Boulevard and Red Run Drive. Purchaser shall be responsible for compliance with this paragraph.
- F. Traffic Signal at Ashburn Village Boulevard and the Northernmost Entrance. Purchaser shall be responsible for compliance with this paragraph.
- G. Construction of Improvements by Others. Purchaser shall be responsible for compliance with this paragraph.

VI. **Environment.** Purchaser shall be responsible for the performance of all proffers contained in Section VI, Environment, that are applicable to the Residential Property. Seller shall be responsible for the performance of all proffers contained in Section VI, Environment, that are applicable to the Commercial Property. In addition, Purchaser shall be responsible for (i) preparing and submitting the riparian planting plan required by VI B for implementation and construction of the riparian buffer on both the Commercial Property and the Residential Property (the "Riparian Buffer"), and such riparian planning plan shall be subject to Seller's approval prior to submission, such approval not to be unreasonably withheld, conditioned, or delayed; (ii) implementing and planting, at Purchaser's expense, the Riparian Buffer (which shall be planted at such times as the Seller may determine, consistent with seasonal planting requirements, after Seller receives site plan approval for Seller's improvements including the area where the Riparian Buffer is to be installed, and (iii) preparing and submitting the Noise Impact Study required by VI E, and for any mitigation measures required by the County on the Residential Property; , and (iv) implementing any Low Impact Design measures pursuant to VI F required by the County prior to the completion of Purchaser's Work.

VII. **Property Owners Association.**



2. **Additional Undertakings by Purchaser.** As additional consideration for the purchase of the Residential Property from Seller, Purchaser agrees as follows:

- A. **Grading Study and Site Grading.** Attached hereto as **Exhibit B** is the Site Grading Agreement that sets forth the details and specifications of the grading to be completed by Purchaser. Purchaser shall complete, at Purchaser's expense, the overall grading of the entire Property pursuant to the Site Grading Agreement, during the development of the Residential Property, or at Purchaser's choice, during construction of off site roads. Purchaser shall complete the work under this Section 2(A) within the earlier to occur of (i) thirty (30) months from the date of this Agreement; or (ii) six (6) months after the date of final approval and bonding of Seller's site plan or grading plan based on the approved rezoning. If Seller decides not to move forward with its rezoning, or if such rezoning is withdrawn by Seller or denied by the Board of Supervisors and all appeal periods have expired, the foregoing thirty (30) month period shall be extended for an additional twelve (12) months. At such time as Purchaser is performing on site grading, Purchaser shall, at Seller's sole cost and expense, install such retaining walls on the Commercial Property owned by Seller as are required pursuant to the approved grading plan. Seller shall reimburse Purchaser for the cost of installation of such retaining walls within thirty (30) days after receipt of an invoice from Purchaser accompanied by backup invoices showing the cost of such retaining walls.
- B. **Internal Road Improvements and Utilities.** Purchaser shall at its expense, construct and complete the internal road improvements depicted on **Exhibit C** hereto, including the entrance road and the west side of the outparcel, concurrently with the development of the Residential Property. This shall include the underground utility construction described in Exhibit B. Purchaser shall complete the work under this Section 2(B) within the earlier to occur of (i) thirty (30) months from the date of this Agreement; or (ii) six (6) months after the date of approval and bonding of Seller's site plan. If Seller decides not to move forward with its rezoning, or if such rezoning is withdrawn by Seller or denied by the Board of Supervisors and all appeal periods have expired, the foregoing thirty (30) month period shall be extended for an additional twelve (12) months. In connection with internal road improvements, Seller shall, upon request of Purchaser, grant Purchaser such in site ingress and egress easements over the Commercial Property as may be required pursuant to Purchaser's site plan approval, and which corresponds with Seller's planned internal road network. Such easement(s) shall be vacated upon approval and dedication or public roads or granting of permanent easements for internal and inter parcel circulation.
- C. **Water and Sewer Extension to Commercial Property.** Purchaser shall, concurrently with the development of the Residential Property, grant necessary easements and construct, water and sewer lines to the property line of the Commercial Property, and shall stub out such lines at the property line. Purchaser shall be under no obligation however to pay any water or sewer tap or connection

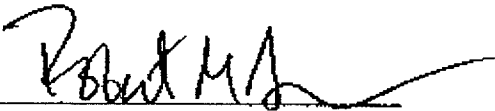
- C. Estoppel Certificates. Purchaser and Seller agree that at any time and from time to time during the term of this Agreement, within twenty (20) days of receipt of a request from the other party (the "Requesting Party") to execute, acknowledge and deliver to the Requesting Party or to any existing or prospective purchaser, mortgagee, tenant, or other person designated by the Requesting Party, a certificate stating (i) that this Agreement is unmodified and in force and effect or, if there has been a modification or modifications, that this Agreement is in force and effect, as modified, and identifying the modification agreement or agreements; (ii) whether or not, to the best knowledge of the Owner executing such certificate, there is any then-existing default hereunder by the Requesting Party (or whether any other event has occurred which with the giving of notice by the Owner executing such certificate or the passage of time, or both, would become a default), and if there is any such default (or other event), specifying the nature and extent thereof, and (iii) the status of remaining Proffered Obligations or other work hereunder -yet to be performed.
- D. Cooperation. Purchaser and Seller agree to cooperate in the development of their respective properties by granting each other such temporary construction or grading easements, utility easements, and covenants as may be necessary or beneficial for the development of their respective properties in accordance with this Proffer Allocation Agreement and the zoning concept plans and proffers applicable now or in the future to their respective properties, at no additional cost to the other and within a commercially reasonable time, provided that any such matters are consistent with the development plans of the person receiving such request and do not subject the person receiving such request to additional financial liability.



WITNESS/ATTEST

PURCHASER:

LANSDOWNE DEVELOPMENT GROUP,
LLC, a Virginia limited liability company



By:  (SEAL)
Leonard S. Mitchel, Manager

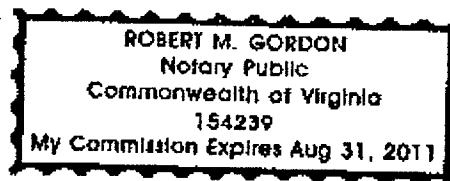
COUNTY OF LOUDOUN
COMMONWEALTH OF VIRGINIA

Before the undersigned, a Notary Public in and for the aforementioned jurisdiction,
personally appeared Leonard S. Mitchel, Manager of Lansdowne Development Group
who acknowledged that he executed the foregoing Proffer Allocation Agreement as
his/her act and deed.

IN WITNESS WHEREOF, I have affixed my hand and seal as of the 9th day of
October, 2009


Notary Public

My commission expires: _____
Notary Public Number: _____





MORLEY CORNER
ZMAP 2006-0003

PROFFER STATEMENT

November 9, 2007

Pursuant to Section 15.2-2303, Code of Virginia (1950), as amended (the "Code"), and Section 6-1209 of the Revised 1993 Loudoun County Zoning Ordinance, and as amended (the "Zoning Ordinance"), NewTower Trust Company, trustee for NewTower Trust Company Multi Employer Property Trust, a trust organized under 12 C.F.R. Section 9.18, the owner ("Owner") of property described as Loudoun County Tax Map 79 ((62)), Parcels 1, 2, 3, and 4 (MCPI 088-37-1171, 088-47-1916, 088-47-3765, and 087-17-3712 respectively) (the "Property") on behalf of itself and its successors in interest, hereby voluntarily proffers that the development of the Property subject to ZMAP 2006-0003 shall be in substantial conformance with these proffers as set forth herein, and shall supersede all proffers from ZMAP 1991-0001 that pertain to the Property.

All proffers made herein are contingent upon approval of (i) ZMAP 2006-0003 and the rezoning of the Property to the R-16 and PD-CC(CC) zoning district under the Zoning Ordinance, including the requested modification of Section 4-205(C)(2) of the Zoning Ordinance and Section 4-202(B) of the Zoning Ordinance, included by reference as Exhibit A, (ii) SPEX 2007-0004 to increase the amount of permitted office space in the PD-CC(CC) zoning district to sixty percent (60%) , and (iii) the Concept Development Plan, as defined below and included by reference as Exhibit B.

I. CONCEPT DEVELOPMENT PLAN

The development of the Property shall be in substantial conformance with the Concept Development Plan, identified as Sheet(s) 1, 4, 5, 6, 7 and 8 of the Morley Corner Zoning Map Amendment Plan dated January 2006, revised through October 26, 2007, prepared by Bowman Consulting Group, Ltd. (the "Rezoning Plat"). Minor adjustments to the locations of the proposed uses, facilities and improvements shown on the Rezoning Plat shall be permitted to address grading, drainage, and environmental considerations, cultural and natural features, development ordinance requirements, and other final engineering considerations, as well as to accommodate the recommendations of archeological studies.

II. DEVELOPMENT SCOPE

A. Residential Units

Owner shall be permitted to develop up to a maximum of 128 multi-family residential units, inclusive of multi-family Affordable Dwelling Units ("ADUs"). The number of ADUs provided will comply with the requirements of the Zoning Ordinance. Residential buildings shall be oriented such that the front or sides of such buildings face the stormwater management

pond between the Property and the Farmwell Hunt HOA community. No residential building on the Property shall be taller than four (4) stories. The Owner shall grade the residentially zoned portion of the Property in the area between the lake and the internal street serving the residential portion of the Property such that the base elevation of the residential buildings will be approximately 274 feet above sea level or lower.

B. Commercial Uses

The development of commercial uses at the Property shall include up to 156,000 square feet of office floor space and up to 125,000 square feet of non-office uses permitted in the PD-CC(CC) zoning district, so long as the aggregate square footage of commercial development at the Property does not exceed a total of 260,000 square feet. Owner shall develop a minimum of 104,000 square feet of office. Any office space constructed will be located over ground floor retail space within the same building footprint or as free-standing office buildings.

C. Water and Sewer

The Property will be developed using public water and sewer services, with such facilities provided at no cost to Loudoun County or to the Loudoun County Sanitation Authority.

III. CAPITAL FACILITIES

A. Capital Facilities Per Unit Contribution

The Owner shall make a one-time, per market-rate unit capital facilities contribution of \$18,904. The contribution shall be paid prior to the issuance of each residential zoning permit. The Board of Supervisors may allocate said contribution at its discretion.

B. Open Space Per Unit Contribution

The Owner shall make a one time open space contribution of \$133 for each residential unit constructed on the Property. The contribution shall be paid prior to the issuance of each residential zoning permit.

IV. RECREATIONAL AMENITIES AND SIDEWALKS

A. Site Amenities

1. Residential

The Owner shall provide active recreational amenities within the R-16 zoned portion of the Property. The active recreational amenities shall include a pocket park and a tot lot within the R-16 zoning district. At least one of the active recreational amenities listed above shall be constructed prior to the issuance of the 75th residential zoning permit for the Property.

2. Commercial

The Owner shall provide a commercial center green and main street green within the PD-CC(CC) zoned portion of the Property, as shown on the Rezoning Plat. Either the commercial center green or main street green will be constructed prior to the issuance of commercial zoning permit(s) for more than 175,000 square feet for the Property. Both the commercial center green and main street green will be constructed prior to the issuance of commercial zoning permit(s) for 250,000 square feet at the Property.

B. Trails

The Owner shall provide a 10-foot wide asphalt trail located within a maximum 14-foot wide public access easement along Ashburn Village Boulevard and Waxpool Road, in the general location shown on the Rezoning Plat. Such improvements shall be made in conjunction with the development of the residential area and the commercial area as shown on each applicable site plan and/or subdivision plat. The Owner shall grant a public access easement to the County necessary to accommodate this trail in conjunction with the approval of the first record plat or first site plan for development on the Property, whichever is first in time. The trail, once constructed, shall be maintained by the Commercial Owners Association and Home Owners Association required by Proffer VII, below.

C. Bicycle Parking

The Owner shall provide a minimum of 4 bicycle parking racks at one or more locations throughout the Property. Each commercial building shall have at least one bicycle rack within 100 yards of the building. Bicycle racks in the R-16 portion of the Property shall be maintained by the Home Owners Association and bicycle racks in the PD-CC(CC) portion of the Property shall be maintained by the Commercial Owners Association.

V. TRANSPORTATION

A. Ashburn Village Boulevard

1. The Owner shall construct two lanes of a four lane divided road section of Ashburn Village Boulevard across the frontage of the Property, in addition to right turn lanes and left turn lanes for the two full-movement entrances to the Property, as shown on the Rezoning Plat. The Owner shall construct or bond these improvements prior to or in conjunction with the approval of the first record plat or first site plan for development on the Property, whichever occurs first.

2. Owner shall dedicate right-of-way, along with all construction and maintenance related easements located outside of the right-of-way, to accommodate the widening of Ashburn Village Boulevard, described in Proffer V(A).1. The right-of-way shall be dedicated prior to or in conjunction with approval of the first record plat or first site plan for development of the Property, whichever occurs first.

B. Waxpool Road (Route 625)

1. The Owner shall dedicate, at no cost to the County, sufficient right-of-way within the Property to accommodate the right turn lane into the Property from Waxpool Road shown on the Rezoning Plat. The Owner shall dedicate the right-of-way in conjunction with the approval of the first record plat or first site plan for development on the Property, whichever is first in time.

2. The Owner shall construct two lanes of a four lane divided road section of Waxpool Road across the frontage of the Property, plus the right turn lane into the Property as shown on the Rezoning Plat. The Owner shall construct or bond these improvements prior to or in conjunction with the approval of the first record plat or site plan for development on the Property, whichever occurs first. The Owner shall also grant all necessary construction and maintenance-related easements associated with such improvements.

C. Transit Capital Costs Contribution

The Owner shall contribute \$500 per unit to the County to be used at the discretion of the Board of Supervisors for the purchase of transit buses, for other transit-related capital projects, or for regional transportation improvements in the Suburban Policy Area, as defined in the Revised General Plan. This per unit contribution shall be made prior to or concurrent with the issuance of each residential zoning permit.

D. Traffic Signal at Ashburn Village Boulevard and Waxpool Road

The Owner shall make a monetary contribution to the County of \$50,000 towards construction of the traffic signal at the intersection of Ashburn Village Boulevard and Waxpool Road. Such contribution shall be made in conjunction with approval of the first record plat or first site plan for development on the Property, whichever occurs first.

E. Traffic Signal at Ashburn Village Boulevard and Red Rum Drive

The Owner shall fund a traffic signal warrant analysis, upon request by the Virginia Department of Transportation ("VDOT"), the County, or earlier in the discretion of the Owner for a traffic signal at the intersection of Ashburn Village Boulevard and Red Rum Drive. If such traffic signal is warranted, the Owner shall construct and install a pedestrian-activated traffic signal in such location and Owner shall be responsible for 50% of the costs of installation of such signal. If Owner pays for more than its 50% share of the costs of installation, the Owner, or the Owner's assignee, shall be entitled to be reimbursed by the County (from funds proffered or contributed by third parties for the purpose of installing the traffic signal at such intersection) for any monies expended by the Owner exceeding the Owner's 50% share and actually received by the County. Upon completion of the installation at the intersection of Ashburn Village Boulevard and Red Rum Drive, the Owner shall provide verified invoices for the costs of installation of such traffic signal and shall submit a request to the County for release of such funds. The Owner understands and acknowledges that such reimbursement is dependent upon receipt of funds from third parties and that the County does not guarantee such reimbursement.

F. Traffic Signal at Ashburn Village Boulevard and the Northernmost Entrance

The Owner shall fund a traffic signal warrant analysis prior to issuance of the 120th residential zoning permit, or upon earlier request by VDOT or the County, for a traffic signal at the intersection of Ashburn Village Boulevard and the northernmost entrance to the Property. In the event that a traffic signal at the intersection of Ashburn Village Boulevard and the Property's northernmost entrance is warranted, the Owner shall make a monetary contribution to the County of \$100,000 towards the construction of such pedestrian- activated signal. In such case, the required contribution shall be made prior to issuance of the 120th residential zoning permit.

G. Construction of Improvements by Others

In the event that any parties other than the Owner construct any improvements listed in Proffer V.A or V.B above, the Owner shall make a regional contribution to Loudoun County in an amount equivalent to the verified cost of said paid improvements, as verified by Loudoun County. Such contribution shall be paid to Loudoun County at the time the Owner's obligations to construct such improvements would have occurred under the terms of these proffers. Such contribution shall be applied towards regional transportation improvements in the vicinity of the Property at the discretion of the Board of Supervisors.

VI. ENVIRONMENT

A. Tree Conservation Area

1. The Owner shall establish a Tree Conservation Area in the locations shown on Sheet 4 of the Rezoning Plat. A minimum of 80 percent of the tree canopy within the Tree Conservation Area will be preserved, exclusive of stands of Virginia Pine over 25 years in age. To the extent the Owner is able to preserve native, healthy, sustainable canopy as certified by a professional forester or certified arborist outside the Tree Conservation Area, such preserved areas shall count toward the minimum 80 percent commitment.

2. If, during construction on the Property, it is determined by the Owner's certified arborist and/or the County's Urban Forester that any healthy tree located within the boundaries of the Tree Conservation Area has been damaged during construction and will not survive, then, prior to bond release, the Owner shall remove such tree and replace it with two (2) 2 ½ - 3 inch caliper native, non-invasive deciduous trees. The species and placement of replacement trees shall approximate that of the removed damaged tree, unless otherwise agreed upon by the Owner and the County's Urban Forester.

3. The documents establishing and governing the Home Owners Association ("HOA") and the Commercial Owners Association ("COA") required by Proffer VII hereof shall prohibit removal of trees in the Tree Conservation Area without specific permission of the Urban Forester, except as necessary to accommodate Forest Management Techniques recommended by a professional forester or certified arborist in order to protect or enhance the viability of the tree

canopy. Such Forest Management Techniques may include, without limitation, pruning and removing vines, invasive species, trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or hazardous to life or property. The HOA and COA documents shall clearly state that such provisions prohibiting tree removal shall not be amended by the Owner or the Association without written approval from the County. The record plat for each portion of the Property containing Tree Conservation Area shall contain a note stating that the removal of trees within a Tree Conservation Area is prohibited, except in accordance with the Association's Declaration of Covenants. Boundaries of the Tree Conservation Areas shall be delineated on the record plat recorded for each section of the development.

B. Riparian Buffer

The Owner shall establish a 25-foot open space riparian buffer (the "Riparian Buffer") as shown on the Rezoning Plat. Where the Riparian Buffer is denuded or otherwise void of vegetation, Owner shall plant one hundred and seventy-five (175) deciduous and evergreen trees per acre, a minimum of 25% of which shall be evergreen trees. Owner shall employ minimum 1-inch caliper deciduous trees and minimum 6-foot tall evergreen trees, both of which shall be native plant species. Only uses and improvements related to clearing, grading, the location of utilities on the Property shall be permitted in the Riparian Buffer prior to reforestation. Following reforestation, only those uses listed in the Revised 1993 Zoning Ordinance under the definition of "Passive Recreation Uses" shall be permitted within the Riparian Buffer. The Owner shall submit a riparian planting plan prepared by a professional forester, landscape architect or ISA (International Society of Arborists) Certified Arborist, at the time of the first site plan or Construction Plans and Profiles ("CPAP"), whichever is first in time, for the development of areas adjacent to the Riparian Buffer for review and approval by the County Urban Forester. The approved riparian planting plan will be implemented concurrent with development of the area(s) immediately adjacent to the Riparian Buffer.

C. Geographic Information System

The Owner will provide digital data to the County for the Property's approved wetland delineation prior to the approval of the first site plan or preliminary plat, whichever is first in time.

D. Site Lighting

All lighting fixtures used in parking areas and on building exteriors shall be cut-off as well as fully shielded, directed downward, and designed to prevent glare on adjacent properties and public streets. The maximum average illumination for parking lots and for structured parking shall be 3 foot candles and the maximum average illumination for exterior building lighting, including security lighting, shall be 5 foot candles.

E. Noise Impact Study

1. The Owner will provide a noise impact study to the County that will determine whether there is any need for additional buffering and noise attenuation measures between residential uses and Ashburn Village Boulevard, as described in the Revised Countywide Transportation Plan. The noise impact study shall be based upon traffic volumes for this roadway consistent with the 2030 forecast from the Loudoun County Transportation Forecast Model, the ultimate road configuration as defined in the Revised Countywide Transportation Plan and the ultimate design speed.

2. The noise impact study will be conducted by a certified professional engineer and submitted to the County concurrently with submission of the first site plan or construction plan, whichever is first in time. Noise impacts will be deemed to occur when noise levels approach (that is, 1 decibel less than) or exceed the Noise Abatement Criteria identified in the Revised Countywide Transportation Plan.

3. For all impacted uses, noise attenuation measures shall be provided along the specified roadway sufficient to mitigate the anticipated noise impacts prior to the issuance of occupancy permits for any impacted structures. Owner shall endeavor to mitigate noise impacts by employing noise attenuation measures other than freestanding, concrete "sound barriers". Noise attenuation measures shall result in noise levels at least 2 decibels less than impact levels established by the Noise Abatement Criteria.

F. Storm Water Management

The Owner shall, subject to engineering feasibility at the time of site plan, implement Low Impact Design ("LID") measures such as, but not limited to, water quality inlets, sediment forebays, and bioretention facilities, to enhance water quality at the Property. The Owner shall coordinate with the County at the time of applicable site plan(s) to implement those LID measures deemed likely to be effective on the Property, subject to engineering feasibility and the constraints of the Property. The LID measures, if applicable, will be designed and implemented in accordance with the adopted provisions of the FSM.

G. Goose Creek Stormwater Protection Policies

The Owner shall comply with the standards set forth in Section 1(a) of Table 4-1 of the Goose Creek Stormwater Protection Policies.

H. Trash Receptacles

The Owner shall provide a minimum of twenty (20) trash receptacles in the PD-CC(CC) portion of the Property and a minimum of ten (10) trash receptacles in the R-16 portion of the Property. Trash receptacles shall be provided in accordance with the Design Guidelines, as defined below in Proffer VII.C.

VII. PROPERTY OWNERS ASSOCIATIONS

A. Home Owners Association

1. HOA General Responsibilities

All residential property owners in the Property shall be members of a Home Owners Association ("HOA") established to regulate use within the R-16 zoned portion of the Property and to provide standards for the construction, landscaping, and use of privately owned land and structures within that portion of the Property designated as residential, as shown on the Rezoning Plat. The HOA shall provide landscaping and lawn maintenance for all common areas, ensure snow removal for all private streets, and contract for adequate trash removal services within such residential portion. The HOA shall also be responsible for the maintenance of all common recreational facilities and buildings, private streets, sidewalks, and trails within the residential zoning district not otherwise maintained by VDOT or the County.

2. Establishment of HOA

Prior to approval of the first residential record plat or site plan for the Property, whichever occurs first, draft documents for the establishment of the HOA shall be submitted to the County for review and approval. The HOA shall be established and a Declaration of Covenants therefore recorded in the land records of Loudoun County (the "Land Records") prior to approval of the first record plat or site plan, whichever is first in time, for the residential portion of the Property.

B. Commercial Owners Association

1. COA General Responsibilities

All commercial property owners within the PD-CC(CC) zoned portion of the Property shall be members of a Commercial Owners Association (the "COA"). The COA will be responsible for establishing architectural guidelines and design standards, maintaining common areas including parking lots, maintaining common area landscaping, removing snow from private streets, and ensuring trash removal services, for the commercial portions of the Property not otherwise maintained by VDOT or the County.

2. Establishment of COA

Prior to approval of the first commercial record plat or site plan for the Property, whichever occurs first, draft documents for the establishment of the COA shall be submitted to the County for review and approval. The COA shall be established, and a Declaration of Covenants therefore recorded in the Land Records, prior to approval of the first record plat or site plan, whichever is first in time, for the commercial portion of the Property.

C. Design Guidelines

In order to provide for the implementation of design concepts, the HOA and COA covenants shall require the establishment of a design review committee and shall require said committee to adopt design standards in general conformance with the Design Guidelines

presented with this application, prepared by CMSS Architects, Inc. and included by reference as Exhibit C (dated August 31, 2007) (the "Design Guidelines"). The guidelines shall provide for the regulation of streetscape and architectural standards that will ensure the development of an attractive and unified community. The Morley Corner design review committee shall be established and its design guidelines imposed within three (3) months of the creation of either the HOA or the COA, whichever is first in time, and shall review all development plans.

VIII. EMERGENCY SERVICES

A. Prior to the issuance of each residential zoning permit, a one-time contribution of \$120.00 per residential unit shall be paid to the County for distribution by the County to the primary volunteer fire and rescue companies providing service to the Property.

B. Prior to the issuance of each commercial zoning permit for the Property, a one-time contribution of \$0.10 per gross square foot of non-residential floor area covered by such permit shall be paid to the County for distribution by the County to the primary volunteer fire and rescue companies providing service to the Property.

C. Said amounts are stated in 1988 dollars, and shall escalate each January 1 thereafter in conformance with the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Baltimore, MD-VA-DC-WV Consolidated Metropolitan Statistical Area (the "CPI"). For the purpose of this Section VIII, a residential unit includes each individual multi-family unit.

D. Contributions made pursuant to this Section VIII shall be divided equally between the primary fire and rescue companies providing service to the Property. Notwithstanding the foregoing, at such time as the primary fire and rescue services to the Property are no longer provided by incorporated volunteer companies, the obligation to make the contributions required by this section shall cease. The intent of these provisions is to support a volunteer fire and rescue system so long as a volunteer system is the primary provider of fire and rescue services to the Property. If only one of these services ceases to be provided by a volunteer company, then the contribution required by this section shall be halved and shall continue to be provided to the remaining volunteer company.

IX. AGREEMENTS WITH FARMWELL HUNT HOA

A. The Owner will make an initial capital contribution of \$45,000 to the Farmwell Hunt Homeowners Association, within twelve months of the approval of this application, for the purpose of supporting and assisting with funding efforts to improve the stormwater management pond between the Property and the Farmwell Hunt community. The Owner shall provide written evidence to the County to demonstrate that this proffer has been fulfilled.

B. The Owner shall make annual contributions towards the maintenance and upkeep of such stormwater management pond, such amount to equal twenty-five percent (25%) of the annual costs of maintenance and upkeep of said stormwater management pond. Such obligation

shall be assumed by, and apportioned among, the HOA and COA, once such associations are created.

C. Subject to engineering feasibility, receipt of necessary state, local and federal permits, and consent from the Farmwell Hunt Homeowners Association, the Owner will work cooperatively with the Farmwell Hunt Homeowners Association to: (i) landscape the area located between the dam for the stormwater management pond referenced above and Ashburn Village Boulevard and (ii) extend the 10-foot wide trail located adjacent to Ashburn Village Boulevard and shown on the Rezoning Plat from the northern Property boundary to the existing Farmwell Hunt Homeowners Association trail network.

X. WORKFORCE HOUSING

Applicant will contribute \$60,000 (that is, \$500 per market-rate dwelling unit constructed at the Property) to the County for the purpose of assisting qualified applicants with a household income of between 0% and 100% of the Washington Area Median Income purchase homes in Loudoun County. This contribution shall be made prior to or concurrent with the issuance of the 60th residential zoning permit.

XI. ESCALATOR

Unless otherwise specified herein, all cash contributions required by these proffers shall be subject to an annual escalator based on the CPI with a base year of 2007. The first such escalation shall occur January 1 of 2008, and shall be applied each January 1 thereafter.

The undersigned hereby warrants that all owners with a legal interest in the Property have signed this Proffer Statement, that they, together with the others signing this document, have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

NEWTOWER TRUST COMPANY, trustee for

NEWTOWER TRUST COMPANY MULTI
EMPLOYER PROPERTY TRUST, a trust organized
under 12 C.F.R. Section 9.18

By:

By: [Signature] (SEAL)

Name: ROBERT B. EDWARDS

Title: EXECUTIVE VICE PRESIDENT

STATE OF Maryland)

) to-wit:

COUNTY/CITY OF Montgomery/Bethesda

The foregoing Proffer Statement was acknowledged before me this 13th day of
November, 2007, by Robert B. Edwards, as Executive Vice President
of NewTower Trust Company, as Trustee for NewTower Trust Company Multi Employer
Property Trust, a trust organized under 12 C.F.R. Section 9.18.

[Signature]
Notary Public

JEANIE ECKENROTH
STATE OF MARYLAND

My Commission Expires: My Commission Expires on July 28, 2009

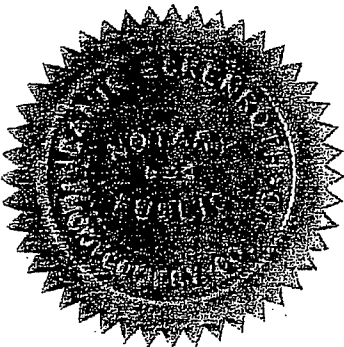


EXHIBIT A

MORLEY CORNER

ZONING MODIFICATIONS

Zoning Ordinance Section	<u>Revised 1993 Zoning Ordinance Requirement</u>	Morley Corner Proposed Modifications
Section 4-205(C)(2), Adjacent to Agricultural and Residential Districts and Land bays Allowing Residential Uses.	<i>"(All Centers) No buildings, parking, outdoor storage, areas for collection of refuse or loading areas shall be permitted closer than (100) feet to any agricultural districts, any existing or planned residential district, or land bays allowing residential uses."</i>	The Owner requests modification of the 100 foot yard requirement adjacent to residential uses along the northern boundary and along the western property line be modified to a minimum of 20 feet so as to provide loading, parking, and trash removal in the PD-CC(CC) portion of the Property within such required yard. In lieu of such perimeter yard, Owner proposes a Type III buffer adjacent to residential uses along the northern boundary.
Section 4-202(B), Purpose, Size and Location of Individual Districts.	<i>"Community Center (CC). This district is established to permit the development of commercial centers which the retail shopping needs of the surrounding community, community centers are centrally located on collector roads within a ten (10) minute drive to the community it is intended to serve. Such centers shall be sited so as to complement the character of the surrounding community to include appropriate pedestrian linkages with adjacent land uses, and shall be designed, landscaped and buffered so as to be compatible with neighboring development when mapped such district shall be a minimum of six (6) acres and a maximum of twenty (20) acres in area."</i>	The Owner requests that the zoning ordinance be modified to allow a maximum area of 21 acres for the PD-CC (CC) district.

EXHIBIT B
MORLEY CORNER
REZONING PLAT

EXHIBIT C
MORLEY CORNER
DESIGN GUIDELINES

310508 v20/RE